

GLOBAL AGREEMENT ON SOCIAL HOUSING

CAI
MH
- G48

AGREEMENT made the 16th day of April, nineteen hundred and eighty-six.

BETWEEN: THE GOVERNMENT OF CANADA
hereinafter called "Canada"

- and - THE GOVERNMENT OF NEW BRUNSWICK
hereinafter called "New Brunswick"

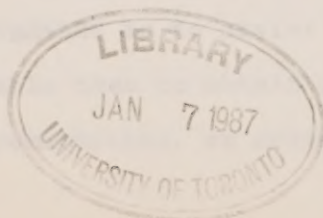
WHEREAS the parties recognize their mutual responsibilities to provide assistance to those in need of housing as more particularly defined in this Agreement;

WHEREAS the parties recognize that differing geographic, historic and economic environments require different responses to meet housing needs;

WHEREAS the parties agree that the planning of overall objectives must be facilitated and that housing initiatives must be assured a certain continuity and that there must be a firm desire to avoid unnecessary duplication and to promote cost effectiveness;

WHEREAS the parties agree that increased flexibility be provided to the Province in the delivery and administration of programs;

WHEREAS the parties wish to conclude an agreement which is both flexible and all-encompassing and which will enable them to share the cost of any social housing programs or initiatives



which they both wish to foster, and to implement a viable arrangement for the sharing of costs in the field of social housing so as to ensure the attainment of certain defined common objectives.

THEREFORE, the parties agree as follows:

1. DEFINITIONS

1.1 Whenever any of the following words or phrases are used in this Agreement, they shall have the respective meaning attributed to them as follows:

- (1) "CORE HOUSING NEEDS" means those HOUSEHOLDS IN NEED as defined in a) and b) under paragraph 1.1(3);
- (2) "HOUSEHOLD" means a person or a group of persons who occupy or who have need of a dwelling in New Brunswick and do not have a principal place of residence elsewhere in Canada;
- (3) "HOUSEHOLDS IN NEED" means those households who cannot afford or cannot obtain adequate and suitable accommodation. This includes those households:
 - (a) who occupy a crowded or inadequate dwelling and who currently pay less than 30% of their income for shelter but for whom basic shelter costs for an adequate and suitable dwelling available in their market area would consume 30% or more of their income, as these terms are defined in the OPERATING AGREEMENT;

- (b) who pay 30% or more of their income for shelter and for whom an adequate and suitable dwelling available in their market area would consume 30% or more of their income;
- (c) who have a need for special purpose accommodation as defined in the Operating Agreement;
- (4) "OPERATING AGREEMENT" means the Agreement described in Sub-section 6.3 of this Agreement;
- (5) "PROGRAM" means any social housing program or initiative contained within the scope of the Agreement and directed at HOUSEHOLDS IN NEED and such other HOUSEHOLDS as the parties agree upon from time to time;
- (6) "SOCIAL HOUSING" means assistance provided for the construction, acquisition, renovation or rental of housing for HOUSEHOLDS IN NEED.

2. OBJECTIVES

- 2.1 The recitals in this Agreement shall be an integral part of this Agreement;
- 2.2 This Agreement establishes a framework within which PROGRAMS can be planned, developed, delivered, administered and cost-shared;
- 2.3 The objective of these PROGRAMS is to assist those HOUSEHOLDS IN NEED to enable them to obtain affordable, adequate and suitable accommodation, as defined in the Operating Agreement;

- 2.4 The parties shall jointly establish management and financial arrangements to ensure economy and efficiency, while allowing for flexibility in ways and means of providing assistance to HOUSEHOLDS IN NEED;
- 2.5 The parties shall collaborate in annual and long-term planning to ensure continuity in social housing, according to an equitable allocation process.

3. SCOPE OF THE AGREEMENT

- 3.1 This Agreement applies to all new funding commitments under existing and future PROGRAMS of Canada and New Brunswick which are consistent with the goals, objectives, priorities and conditions of this Agreement; which are delivered through housing agencies; which the parties agree upon on a bilateral basis; and which are listed in the OPERATING AGREEMENT;
- 3.2 This Agreement will not affect any existing commitments under any Agreement with New Brunswick in respect of existing programs, except for changes that might be deemed acceptable to both parties;
- 3.3 The parties shall enter into an OPERATING AGREEMENT to specify the PROGRAMS, as well as the implementation and the cost-sharing of such PROGRAMS.

4. MANAGEMENT ARRANGEMENTS

4.1 Roles of the Parties

- (1) New Brunswick shall be responsible for the delivery and administration of PROGRAMS where agreed by the parties. Delivery and administration of a PROGRAM

includes the planning, selection, development, approval, inspection, management and maintenance of projects under these PROGRAMS, as specified in the OPERATING AGREEMENT;

- (2) Each party shall ensure that the PROGRAMS which it may deliver and administer under the terms of this Agreement meet the terms and conditions of any legislation governing these PROGRAMS and any accompanying regulations;
- (3) Canada shall periodically, after full consultation and negotiation with New Brunswick, define the principal objectives to be achieved and the guidelines to be complied with regarding the manner of applying federal funds made available to PROGRAMS;
- (4) Canada may design, modify and deliver PROGRAMS and agrees to participate in full consultation and negotiation with New Brunswick in regard to the nature, object and scope of proposed programs, and agrees to give sufficient notice and full disclosure of its intentions;
- (5) Either party may initiate or develop new PROGRAMS which will be jointly funded by them with the approval of the other.

4.2 Planning Process

- (1) The parties shall undertake a joint planning process, which is detailed in the OPERATING AGREEMENT and which would include:

- (a) problem identification (assessment of needs, income, priority groups and the geographic targeting specified in the OPERATING AGREEMENT);
 - (b) selection of the appropriate PROGRAM instruments to meet those needs;
 - (c) budget forecasting;
- (2) As a part of this joint planning process, three-year plans shall be prepared and submitted with the required approvals with the understanding that financial approval shall pertain to the first year's commitments only. The three-year plans shall be appended to the OPERATING AGREEMENT and shall be updated annually;
- (3) To assist in the planning process, the parties agree to share research, surveys and any other information including ongoing data collection and monitoring information.

4.3 Planning and Monitoring Committee

- (1) The parties shall establish a Planning and Monitoring Committee. The mandate of the Committee shall be as specified in the OPERATING AGREEMENT.

4.4 Timetable of Events

- (1) The parties shall set out in the OPERATING AGREEMENT specific administrative and financial requirements and their respective timetables;

(2) These shall include the following items:

- (a) the preparation and submission by each party of three-year plans for those PROGRAMS which they deliver;
- (b) the review by the Planning and Monitoring Committee of the annually prepared three-year plans and the approval by New Brunswick and Canada of the three-year plan and first-year budget authorities on an annual basis;
- (c) the exchange of reports and information required to deliver and administer and to monitor the delivery, administration, cost, effectiveness and impacts of the PROGRAMS;
- (d) the financial reporting and the settlement of claims between Canada and New Brunswick;
- (e) the evaluation of programs.

4.5 Program Evaluations

- (1) The parties may carry out evaluations of all PROGRAMS jointly, but either party may carry out individual evaluations so as to satisfy particular accountability or legislative requirements binding on either party;
- (2) The parties shall share with one another all evaluations whether made jointly or individually;

- (3) The parties agree that the information required by either party for monitoring and PROGRAM evaluations will be specified in the OPERATING AGREEMENT.

4.6 Operational Audits

- (1) The parties shall jointly carry out operational audits of all PROGRAMS on a cyclical basis as specified in the OPERATING AGREEMENT.

5. FINANCIAL ARRANGEMENTS

5.1 Contributions of the Parties

- (1) The parties' respective share of expenditures on PROGRAMS listed in the OPERATING AGREEMENT and eligible program costs shall be fixed in the OPERATING AGREEMENT and payments shall be made according to the procedures outlined in this section and detailed in the OPERATING AGREEMENT;
- (2) The parties shall make payment in an amount up to, but not exceeding the maximum provided in the OPERATING AGREEMENT, and on the basis of the predetermined percentage agreed upon in the OPERATING AGREEMENT;
- (3) For settlement purposes, periodic interim statements of expenditures and a final statement of expenditures for the previous year shall be submitted as detailed in the OPERATING AGREEMENT.

5.2 Audit

- (1) Either party may inspect and audit at all reasonable times by its duly authorized representatives all financial records, and documents related to any PROGRAM covered by this Agreement;
- (2) The audited final statement of expenditures and the findings of operational audits shall be accepted as accurate verification of the proper application of funds in accordance with this Agreement.

5.3 Allocation Process

- (1) The Parties hereby agree to an allocation process for new social housing commitments that is outlined in Schedule 1 and is based on two distinct components:
 - (a) a housing needs allocation model which determines the distribution of social housing units among the Provinces and Territories;
 - (b) a process which involves consultation and negotiation between the parties;
- (2) The first component accounts for 95% of the units made available by Canada for the Non-Profit, Rent Supplement and the Rural and Native Homeownership and Rental programs as well as 100% of the units made available by Canada for the Urban Native Non-Profit Program;
- (3) The remaining 5% of the units made available by Canada is allocated as described in Schedule 1;

- (4) After September 30 of each year, Canada may reallocate, subject to its financial authorities, any surplus allocations among provinces and territories after consulting with the parties involved;
- (5) The parties shall specify the use of the allocation in the three-year plan appended to the OPERATING AGREEMENT.

5.4 Redistribution of Funds and Units

- (1) The parties agree that allocations to New Brunswick may be transferred from PROGRAM to PROGRAM within certain agreed upon limits specified in the OPERATING AGREEMENT.
- (2) Canada shall take steps to review the existing controls over redistribution with the intent of providing increased flexibility.

6. FINAL PROVISIONS

6.1 Publicity and Information

The parties shall develop and carry out an agreed upon public information plan, in accordance with the OPERATING AGREEMENT, which shall be designed to publicize the role and contributions of each level of government in delivering, administering and financing PROGRAMS governed by this Agreement.

6.2 Term of this Agreement

- (1) This Agreement shall remain in force and effect until such time as one party advises the other party

in writing at least six months preceding the end of any calendar year of its intention to terminate this Agreement;

- (2) If this Agreement is terminated, such termination shall not apply to any commitments for any PROGRAMS made during the term of this Agreement or to any programs under any other Agreement with Canada.

6.3 OPERATING AGREEMENT

- (1) For the purpose of carrying out this Agreement, the parties shall sign hereafter an OPERATING AGREEMENT which will include the terms and conditions which shall apply to all PROGRAMS financed jointly by the parties;

- (2) Without limiting the generality of the foregoing, such an OPERATING AGREEMENT shall include amongst other things:

- the identification of HOUSEHOLDS IN NEED;
- the specification of the PROGRAMS covered by the Agreement;
- the responsibility for PROGRAM delivery and administration;
- the mandate of the Planning and Monitoring Committee;
- details regarding the joint planning process;
- information and monitoring requirements;
- the evaluation of PROGRAMS;
- the allocation process, including reallocations among the provinces and territories;
- the redistribution of funds and units within provinces and territories;

- the cost-sharing arrangements;
- financial commitments and expenditures;
- financial reporting and claims settlement;
- publicity requirements;
- the termination, amendment and phase-in of the agreement;

(3) The parties may by letter of agreement, from time to time, consider special situations that are not included in this Agreement and by such letter incorporate such special situations into the OPERATING AGREEMENT.

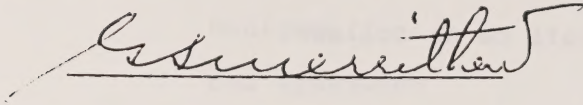
6.4 Miscellaneous

- (1) This Agreement binds both Parties and their departments and agents in respect of PROGRAMS as detailed in this Agreement and the OPERATING AGREEMENT;
- (2) The funding by Canada and New Brunswick to implement this Agreement is subject to the condition that the Parliament of Canada and the Legislature of New Brunswick appropriate the necessary funds to finance the said Agreement for the fiscal year during which funding is required;
- (3) The Schedule hereto is an integral part of this Agreement;
- (4) It is recognized that a phase-in period may be required to implement the conditions of this Agreement, which phase-in period would be specified in the OPERATING AGREEMENT.

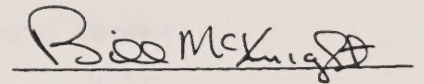
Signed at this day of
nineteen hundred and eighty-six in quadruplicate in the English
and French languages, each text being equally authentic.

WITNESSED BY:

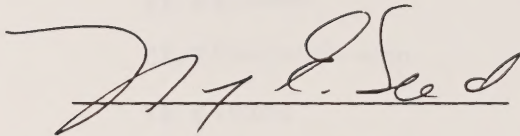
SIGNED BY:



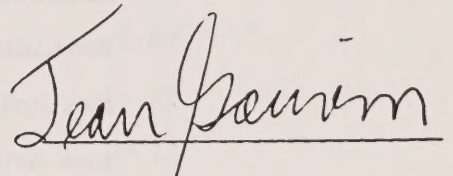
Canada Mortgage and
Housing Corporation



Minister responsible for
Canada Mortgage and
Housing Corporation



New Brunswick Housing
Corporation



Minister responsible for
the New Brunswick Housing
Corporation

SCHEDULE (1)

CORE HOUSING NEEDS AND THE ALLOCATION PROCESS

1. For 1986, the allocation of 95% of the units made available by Canada for the Non-Profit Housing Program, Rent Supplement and Rural and Native Housing Homeownership and Rental programs shall be as follows:

<u>Province</u>	<u>Distribution of Federal Unit Allocation</u>
	(%)
Alberta	7.85
British Columbia	12.71
Manitoba	5.13
New Brunswick	3.47
Newfoundland	2.56
Nova Scotia	3.50
Ontario	31.40
Prince Edward Island	0.69
Québec	27.38
Saskatchewan	5.31

2. For 1986, the allocation of units made available by Canada for the Urban Native Non-Profit Program shall be based on the following distribution of need:

Distribution of	
<u>Province</u>	<u>Federal Unit Allocation</u>
	(%)
Alberta	16.67
British Columbia	18.81
Manitoba	12.05
New Brunswick	0.59
Newfoundland	0.55
Northwest Territories	0.89
Nova Scotia	1.12
Ontario	28.29
Prince Edward Island	0.11
Québec	9.85
Saskatchewan	10.35
Yukon	0.72

3. For 1986, the allocation of 5% of the units made available by Canada for the social housing programs identified in 1 above, shall ensure the following minimum unit allocations for the Non-Profit, Rent Supplement, Rural and Native and Urban Native Non-Profit Housing Programs:

<u>Province/Territory</u>	<u>Minimum Federal Unit Allocation</u>
Prince Edward Island	135
Yukon	60
Northwest Territories	420

Any residual allocation will be distributed among provinces and territories after full consultation and negotiation.

4. Until agreed otherwise by the parties, the process used to allocate the funds made available by Canada for Homeowner RRAP and Rental RRAP, which involves a three-year phase-in, shall be maintained. Funds made available for Disabled RRAP shall be allocated on the basis of population distribution.
5. The New Brunswick Housing Corporation shall receive that portion of the units or funds allocated to New Brunswick associated with the PROGRAMS which it shall deliver and administer.
6. New Brunswick agrees to participate with the Provinces/Territories and Canada in working towards completion of a mutually agreeable needs-based allocation model by April 1, 1986, taking into account the nature of the PROGRAMS involved as well as the clientele they aim to serve. Should a mutually agreeable needs-based allocation model not be completed, by April 1, 1986, the 1986 allocation process shall be maintained for 1987 and the Provinces/Territories and Canada shall continue to pursue their work on a needs-based allocation model.